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Dist 5/22/2020 \$6

SCO ID: 7100-54540

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER
M54540-7100

PURCHASING AUTHORITY NUMBER (if Applicable)
EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Employment Development Department/EDD

CONTRACTOR NAME

Admail West, Inc.

2. The term of this Agreement is:

START DATE

May 27, 2020, or upon final approval

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$10,260,000.00 (Ten Million Two Hundred Sixty Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLSR/resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Admail West, Inc.

CONTRACTOR BUSINESS ADDRESS

[REDACTED]

CITY

[REDACTED]

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

Controller

CONTRACTOR

[REDACTED]

DATE SIGNED

05/27/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

M54540-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

Chief, Office of Procurement Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

5/27/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

EXEMPTION (If Applicable)

SCM V1(3.10)

**Exhibit A
(Standard Agreement)**

SCOPE OF WORK

This Agreement is entered into by and between the Employment Development Department, hereinafter known as EDD, and Admail West, Inc., hereinafter referred to as Contractor, for the as-needed printing, folding, insertion, sealing, metering, and palletizing of EDD documents. The term of this Agreement is May 27, 2020, or final approval, through June 30, 2021. This Agreement shall not be deemed effective until signed by both parties, and can be terminated at any time by either party.

The services shall be performed at:

ADMAIL WEST
[REDACTED]

ADMAIL WEST
[REDACTED]

1. Project Representatives

A. The project representatives during the term of this agreement will be:

Employment Development Department	Admail West, Inc.
Name: [REDACTED]	Name: [REDACTED]
Telephone: [REDACTED]	Telephone: [REDACTED]
Fax: [REDACTED]	Fax: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

B. Direct all inquiries to:

Employment Development Department Office of Documents, Publications, and Distribution	Contractor Office name: Admail West, Inc.
[REDACTED]	[REDACTED]
Telephone: [REDACTED]	Telephone: [REDACTED]
Fax: [REDACTED]	Fax: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

**Exhibit A
(Standard Agreement)**

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

2. Subcontractor Requirements

No subcontracts may be used in performance of the Scope of Work.

3. Services to be Performed

A. Mailing

1. The EDD will deliver mail pieces or print files to the Contractor ranging in volume up to 200,000 mail pieces no later than 1:00 pm Monday through Friday.
2. Mail pieces needing to be processed during a weekend will be coordinated by mutual agreement between EDD and the Contractor. The cost will be based on staffing requirements and discussed at the time of request.
3. The Contractor will print (when needed), fold, collate, insert, seal, and inkjet(indicia) the mail pieces in accordance with USPS requirements, the requirements of EDD's presort vendor, and the instructions listed on the EDD work order provided with the job.
4. The Contractor mail finishing shall be accomplished in accordance with all applicable USPS regulations and requirements and trayed in such a way as to maximize the usability for the presort vendor.
5. EDD mail jobs will be divided into segments. The total number of mail pieces contained in each segment will vary, but a typical amount will be 2,000 pieces per segment. EDD will provide a Segment Sheet with each job which will contain a list of all the segments and the exact amount of mail pieces contained in each segment. The Contractor will be responsible for reconciling the number of mail pieces processed with the number of mail pieces listed on the Segment Sheet for each segment. Should the Contractor be printing the mail pieces, the Contractor reserves the right to determine segment breaks if any.

Segment specifics requirements


- a. In the event that a discrepancy occurs between the number of mail pieces processed in a segment and the number of pieces listed on the Segment Sheet, the Contractor will make an attempt to identify and correct the source of the discrepancy.
 - b. If the Contractor is not able to reconcile a segment, the segment in question will be isolated and made available immediately for EDD to pick up. The Contractor will notify the EDD representative immediately between the hours of 7:00 am – 4:00 pm (Monday through Friday).
 - c. Segments returned to EDD will be invoiced with the rest of the job.
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Exhibit A
(Standard Agreement)

6. The Contractor will prepare and make available for pickup by the EDD all documents damaged during the production mail finishing process no later than the EDD pick up time of 1:00 pm.
7. The Contractor must generate a report for each mail job, which confirms that all mail pieces have been accounted and reconciled with the EDD work order. This report must be available for an EDD representative to inspect and validate at least one hour before the EDD pick up of 1:00 pm.
8. All mail jobs will be completed and ready for pickup by the EDD no later than 1:00 pm on the first business day following the delivery of the mail pieces to the Contractor.
9. The Contractor will spot check the completed pieces during the insertion process to ensure they match the job specification. If any issues arise, the run will be stopped and the problem corrected.
10. The Contractor will notify the EDD immediately of any production delays that may result in the Contractor not being able to meet the required turnaround time.

B. Materials and Supplies

1. The EDD will provide materials necessary to mail EDD documents. This includes, the transfer of data files via Secure File Transfer Protocol (sFTP), outside and return envelopes, and inserts as needed. Admail West will provide white 24lb bond paper for any printed jobs.

C. Postage and Metering

1. Mail shall have an indicia applied according to the USPS requirements.
2. EDD will control the presort vendor and all funds necessary. Admail West will not be responsible for any postage requirements or funds.

D. Notifications, Reports, and Confirmations


1. The Contractor will provide same-day notification to the EDD representative of any mishaps or production delays which will affect the timely processing and delivery of EDD mail pieces to the USPS.
 2. The Contractor will ensure all documents have been printed (when needed), inserted, sorted, and mailed. In the event the Contractor determines some documents cannot be correctly mail finished or processed to meet USPS requirements for mailing, the Contractor will notify the EDD representative.
- 


Exhibit A
(Standard Agreement)

3. The Contractor will include with each invoice an itemized list of all jobs being billed. The itemized list will contain the total number of mail pieces, and will list any additional sheets or inserted materials included in each job.

4. All invoices will be paid on a net 45 basis.

4. Service Location

The services shall be performed at:

Admail West


Admail West


5. Pricing

The cost of services shall be based on Attachment B-1, Budget Detail Sheet.



EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The total amount of the Agreement shall not exceed \$10,260,000.00 (Ten Million Two Hundred Sixty Thousand Dollars and Zero Cents). The invoice must reference the following:
 - The EDD Contract Number M54540-7100
 - Identifies in detail the goods acquired, quantities, unit price, extension, description, etc.
 - Sales tax and/or use tax as a separate line item from goods
 - Identifies services (non-IT) provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
 - Accurate billing address as stated on the purchase order or contract
 - Supplier invoice date
 - Company name and remittance address

In consideration of the services performed, the Contractor will generate a billing statement on a monthly basis, in arrears. Invoices shall be submitted in triplicate and forwarded to the address shown below:

Employment Development Department



B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

A handwritten signature in blue ink, located in the bottom right corner of the page.

EXHIBIT B
(Standard Agreement)

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

D. Disputes

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.



**ATTACHMENT B-1
(Standard Agreement)**

EDD Contract No. M54540-7100

EDD/Admail West, Inc.

Page 1 of 1

BUDGET DETAIL SHEET

Vendor Pricing

Fold, insert, seal, meter, palletize for pick up	
One sheet and up to 2 inserts into envelope	0.07 each
Two to Four sheets and up to 2 inserts into envelope	0.10 each
Print black only (1 page document)	0.05 each
Print black only (multiple page document)	0.04 each

Assumptions:

Based on printing and mailing jobs with 2 sheets, 1 insert and 1 return envelope.

Contract duration: 5/27/20-06/30/21 (SFY 19/20: 5 weeks; SFY 20/21: 52 weeks)

Based on 1,000,000 mail pieces per week.

Estimated cost per mail piece:	0.18 each
Estimated cost for SFY 19/20	900,000.00
Estimated cost for SFY 20/21	9,360,000.00

TOTAL CONTRACT	10,260,000.00
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EXHIBIT D
(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The Contractor must therefore, agree to the following security and confidentiality requirements:


I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement the Contractor will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - California Unemployment Insurance Code §1094 (Disclosure Prohibitions)
 - Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
 - California Civil Code §1798, et seq. (Information Practices Act)
 - California Penal Code §502 (Computer Fraud Act)
 - Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
 - Title 42, U.S. Code §503 (Social Security Act)
 - Title 18, U.S. Code §1905 (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized

personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

- g. Notify the EDD Information Security Office (ISO) at (916) 654-6231, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and the caller shall speak directly with a person in the EDD ISO. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identifying responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to [REDACTED]


II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the Contractor under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
- Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment D1):
- d. Return the following completed documents to the EDD Contract Services Group:
- The EDD Indemnity Agreement (Attachment D2): Required to be completed by the Contractor, Chief Financial Officer, or authorized Management Representative, unless Contractor is a State Agency.
 - The EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
- e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a)(5)(B).
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III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
 - b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
 - c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
 - d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Contractor shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
 - e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.
 - f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
 - g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
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- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the Contractor, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

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EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

_____, an employee of **Admail West, Inc.**
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

_____, acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

_____, acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

_____, acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

_____, acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

_____, acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

_____, acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

_____, agree to protect the following types of the EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

_____, hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statement and agree to the terms of the statement."

Print Full Name (last, first, MI)

Admail West, Inc.

Print Name of Requesting Agency

Signature

05/27/2020

Date Signed

Check the appropriate box:

- | | |
|----------------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> Employee | <input type="checkbox"/> Student |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Other | |

Explain



EDD Contract No. M54540-7100
EDD/Admail West, Inc.
ATTACHMENT NO. D-2
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

In consideration of access to the EDD information which is personal, sensitive, or confidential,

Admail West, Inc.

(Enter Requesting Agency/Entity Name)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

Admail West, Inc.

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (California Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

[Redacted Signature]
[Redacted Name]
[Redacted Title]

[Redacted Signature]
5-27-2020
Date Signed

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

**EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY**

INFORMATION SECURITY CERTIFICATION

I, [REDACTED] hereby certify that Admail West, Inc. has in place the safeguards and security requirements stated in this contract. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Contract No. M54540-7100.

<div style="background-color: black; width: 280px; height: 40px; margin-bottom: 5px;"></div>	
INFORMATION SECURITY OFFICER SIGNATURE	PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
<div style="background-color: black; width: 230px; height: 25px; margin-bottom: 5px;"></div>	
PRINT NAME OF INFORMATION SECURITY OFFICER	PRINT NAME
Information Security Officer	
PRINT TITLE	PRINT TITLE
<div style="background-color: black; width: 230px; height: 25px; margin-bottom: 5px;"></div>	
TELEPHONE NUMBER	TELEPHONE NUMBER
<div style="background-color: black; width: 320px; height: 30px; margin-bottom: 5px;"></div>	
E-MAIL ADDRESS	E-MAIL ADDRESS
5-27-20	
DATE SIGNED	DATE SIGNED

NOTE: Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.

FOR THE EDD USE ONLY

1. Information Security Certification received by:

_____ EDD CONTRACT MANAGER NAME	_____ DATE RECEIVED
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2. The EDD information asset access approved by:

_____ CONTRACT MANAGER OR DISCLOSURE COORDINATOR	_____ DATE APPROVED (AFF, EMAIL, ETC.)
-----------------------------------------------------	-------------------------------------------

NOTE: The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to Inspectron, Inc.

EXHIBIT E
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war (e.g., riots and strikes) and acts of God (e.g., such as earthquakes, floods, and other natural disasters) such that performance is impossible.

B. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C. Workforce Innovation and Opportunity Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Parts 37 and 38.

D. Termination Clause

This Agreement may be terminated by EDD by notifying the Contractor in writing 30 days prior to the effective date of termination.